

1 Paul J. Riehle (SBN 115199)
2 paul.riehle@faegredrinker.com
3 **FAEGRE DRINKER BIDDLE & REATH**
4 **LLP**
5 Four Embarcadero Center, 27th Floor
6 San Francisco, CA 94111
7 Telephone: (415) 591-7500

8 Christine A. Varney (*pro hac vice*)
9 cvarney@cravath.com
10 Gary A. Bornstein (*pro hac vice*)
11 gbornstein@cravath.com
12 Timothy G. Cameron (*pro hac vice*)
13 tcmaeron@cravath.com
14 Yonatan Even (*pro hac vice*)
15 yeven@cravath.com
16 Lauren A. Moskowitz (*pro hac vice*)
17 lmoskowitz@cravath.com
18 Justin C. Clarke (*pro hac vice*)
19 jclarke@cravath.com
20 Michael Zaken (*pro hac vice*)
21 mzaken@cravath.com
22 M. Brent Byars (*pro hac vice*)
23 mbyars@cravath.com
24 **CRAVATH, SWAINE & MOORE LLP**
25 825 Eighth Avenue
26 New York, New York 10019
27 Telephone: (212) 474-1000

28 *Counsel for Plaintiff Epic Games, Inc. in Epic Games, Inc. v. Google LLC et al.*

Brian C. Rocca, Bar No. 221576
brian.rocca@morganlewis.com
Sujal J. Shah, Bar No. 215230
sujal.shah@morganlewis.com
Michelle Park Chiu, Bar No. 248421
michelle.chiu@morganlewis.com
Minna Lo Naranjo, Bar No. 259005
minna.naranjo@morganlewis.com
Rishi P. Satia, Bar No. 301958
rishi.satia@morganlewis.com
MORGAN, LEWIS & BOCKIUS LLP
One Market, Spear Street Tower
San Francisco, CA 94105-1596
Telephone: (415) 442-1000

Richard S. Taffet (*pro hac vice*)
richard.taffet@morganlewis.com
MORGAN, LEWIS & BOCKIUS LLP
101 Park Avenue
New York, NY 10178-0060
Telephone: (212) 309-6000

Glenn D. Pomerantz, S.B. #112503
glenn.pomerantz@mto.com
Kuruvilla Olas, S.B. #281509
kuruvilla.olasa@mto.com
MUNGER, TOLLES & OLSON LLP
350 South Grand Avenue, Fiftieth Floor
Los Angeles, California 90071
Telephone: (213) 683-9100

Kyle W. Mach, S.B. #282090
kyle.mach@mto.com
Justin P. Raphael, S.B. #292380
justin.raaphael@mto.com
Emily C. Curran-Huberty, S.B. #293065
emily.curran-huberty@mto.com
Marianna Y. Mao, S.B. #318070
marianna.mao@mto.com
MUNGER, TOLLES & OLSON LLP
560 Mission Street, Twenty Seventh Floor
San Francisco, California 94105
Telephone: (415) 512-4000

Jonathan I. Kravis (*pro hac vice*)
jonathan.kravis@mto.com
MUNGER, TOLLES & OLSON LLP
601 Massachusetts Ave. NW, Suite 500E
Washington, D.C. 20001
Telephone: (202) 220-1100

Counsel for Defendants/Counter-plaintiffs Google LLC et al.

1 **UNITED STATES DISTRICT COURT**
2 **NORTHERN DISTRICT OF CALIFORNIA**
3 **SAN FRANCISCO DIVISION**

4 EPIC GAMES, INC.,

5 Plaintiff/Counter-
6 Defendant,

7 v.

8 GOOGLE LLC; GOOGLE IRELAND
9 LIMITED; GOOGLE COMMERCE
10 LIMITED; and GOOGLE ASIA PACIFIC
11 PTE. LTD.;

12 Defendants/
13 Counterclaimants.

14 GOOGLE PAYMENT CORP.,

15 Defendant.

Case No. 3:20-cv-05671-JD

**STIPULATION REGARDING
GOOGLE’S PRAYER FOR PUNITIVE
DAMAGES**

Judge: Hon. James Donato

16 Plaintiff/Counter-defendant Epic Games, Inc. (“Epic”) and Defendants/Counterclaimants
17 Google LLC; Google Ireland Limited; Google Commerce Limited; and Google Asia Pacific Pte.
18 Ltd. (collectively, “Google Counterclaimants”) (together with Epic, the “Stipulating Parties”),
19 through their respective attorneys of record and without waiving any rights, claims, or defenses
20 except as expressly provided below, hereby stipulate to the following:

21 WHEREAS, the Google Counterclaimants filed their Answers, Defenses, and
22 Counterclaims on December 1, 2022 (ECF No. 345) (the “Counterclaims”);

23 WHEREAS, the Google Counterclaimants assert that California substantive law governs
24 the Counterclaims;

25 WHEREAS, Epic does not contest that California substantive law, rather than the law of
26 any other jurisdiction, governs the Counterclaims;

27 WHEREAS, Epic’s agreement not to contest the applicability of California substantive law
28 is made solely for the purposes of this action, and without waiver in this action or in any other

1 action of any claim, defense, or argument based on federal law or the law of another nation (such
2 other claims, defenses, or arguments being expressly preserved);

3 WHEREAS, based on Epic's agreement not to contest the applicability of California
4 substantive law, the Google Counterclaimants have agreed to withdraw their prayer for punitive
5 damages from the Counterclaims;

6 WHEREAS, the Google Counterclaimants' agreement to withdraw their prayer for
7 punitive damages is made without prejudice and without waiver of any right to amend or seek to
8 amend their Counterclaims; and

9 WHEREAS, except as expressly provided in this Stipulation, the Stipulating Parties
10 expressly reserve and do not waive any other right, claim, defense, or prayer for relief;

11 NOW, THEREFORE, the Stipulating Parties, through their counsel, stipulate as follows:
12 The Google Counterclaimants' prayer for punitive damages is stricken from the Counterclaims.

13
14 IT IS SO STIPULATED.

15 Dated: April 13, 2023

16 By Glenn D. Pomerantz
17 Glenn D. Pomerantz
18 MUNGER, TOLLES & OLSON LLP
19 *Attorneys for Defendants/Counter-*
plaintiffs Google LLC et al.

20 Dated: April 6, 2023

21 By Gary A. Bornstein
22 Gary A. Bornstein
23 CRAVATH, SWAINE & MOORE LLP
24 *Attorneys for Plaintiff/Counter-*
defendant Epic Games, Inc.

E-FILING ATTESTATION

I, Gary A. Bornstein, am the ECF User whose ID and password are being used to file this document. In compliance with Civil Local Rule 5-1(h)(3), I hereby attest that each of the signatories identified above has concurred in this filing.

/s/ Gary A. Bornstein
Gary A. Bornstein